



REQUEST FOR PROPOSAL

Services

R22-005NS

Date issued: February 1, 2022

**TEMPORARY STAFFING
SERVICES**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests proposals for Temporary Employee Services, as detailed in this Request for Proposal (RFP).

The intent of this RFP is to award Temporary Employee Service Agreement(s) to qualified and highly evaluated firms for specific labor categories as listed in the Statement of Work. The Offerors are encouraged to submit Proposals for Temporary Employee Services for any or all Labor Categories.

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	February 1, 2022
Pre-Proposal Conference	February 11, 2022, 10:00 am M.S.T

We will hold one virtual pre-proposal conference. This meeting is not mandatory; however all Offerors are encouraged to attend. Log in Information for meeting is:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 720-617-3426](tel:+17206173426)..567082358# United States, Denver

Phone Conference ID: 567 082 358#

[Find a local number](#) | [Reset PIN](#)

Cut Off Date for Questions	February 17, 2022 10:00 am M.S.T.
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Questions about the RFP must be emailed in writing and directed to Nicole Spindler, at the following email address: Nicole.Spindler@coloradosprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.
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The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	March 2, 2022, 3:00 PM. M.S.T
Interviews (if applicable)	Late March/Early April
Award of Contract	April or May 2022
Notice to Proceed	July 2022

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically online at Rocky Mountain E-Purchasing System (www.bidnetdirect.com). Please review the submission requirements *well in advance* of submission date and time; and allow for sufficient time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

*******NO LATE OFFERS WILL BE ACCEPTED*******

1.3 NUMBER OF COPIES

Offerors shall submit **one electronic copy of their proposal**. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to R22-005NS Temporary Staffing Services.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term “CONFIDENTIAL” on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an

acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year:	July 1, 2022 – June 30, 2023
Option Year 1:	July 1, 2023 – June 30, 2024
Option Year 2:	July 1, 2024 – June 30, 2025
Option Year 3:	July 1, 2025 – June 30, 2026
Option Year 4:	July 1, 2027 – June 30, 2028

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 5 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the

City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

1.20 RESERVED

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

1.24 LOGOS

The City of Colorado Springs are trademarked and property solely of the City of Colorado Springs. Offerors do not have permission to use our logos on any documentation or proposal presentation materials and to do so would be a violation

of our trademark. We also prefer that your company does not utilize its trademark as to not influence an evaluator's evaluation.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation. Offerors may propose services in any or all of the labor categories found in Exhibit 7, to include Administrative and Accounting, Light Industrial, Engineering/Technical, Information Technology, and others.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than sixty (60) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are *not counted against the page limit*:

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 5 Qualification Statement
- Schedule A Price Sheet
- Schedule B Minimum Insurance Requirements
- Resumes for key personnel
- Acknowledged Addenda, if issued
- Completed W-9/PERA Form

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information and shall not count against the page limit:

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.

E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 TECHNICAL APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

The Offeror must provide an overview with special emphasis on his understanding of this solicitation and his company's approach to fulfill the needs of the City of Colorado Springs, including but not limited to the following information:

- A. Service Approach
- B. Recruiting Methodology
- C. Screening/Testing Methods
- D. Response Time
- E. Reports
- F. Availability of use an electronic portal
- G. Operation Policies
- H. Minimum Usage required by your firm
- I. Unsatisfactory Employees
- J. Conversion to Permanent Employment
- K. Employee Restrictions; detail any restrictions that your employee work under
- L. Available Personnel Pool
- M. Attracting and Retaining Employees
- N. Personnel Resources available to the City if awarded a contract
- O. CDL Clearinghouse Process
- P. Benefits

2.6 PRICE AREA

The Offeror must complete and submit with his proposal Schedule A – Price Sheet.

2.7 STATEMENT OF QUALIFICATIONS

Each Offeror must complete Exhibit 5 – Qualification Statement.

The Offeror must provide a general description of his firm's background and experience, on a company- wide basis, with accounts similar to this project.

- A. Discuss your firm's knowledge and experience in providing Temporary Employee Services for governmental entities.
- B. Include any other information that you feel is appropriate to assist the Evaluation Committee in the selection process for the services required under his solicitation.

2.8 MANAGEMENT AREA

Quality of the personnel is of critical importance in the City of Colorado Springs decision- making process for awarding this contract(s). In this section, please submit the following information:

- A. Local Office Organizational Chart
- B. Staff Resumes of the individuals that will be responsible for this contract
 - Person who will oversee the project for the Offeror (Project Manager)
 - Person responsible for accepting staffing requests
 - Billing contact

2.9 CURRENT TEMPORARY EMPLOYEE TRANSITION

Explain in detail how your firm will address the transition of current temporary employees from their current provider to your services if your firm is not a current provider. Address the following issues:

- A. Accumulated vacation time
- B. Insurance coverage
- C. Holidays
- D. Seniority

2.10 PAST PERFORMANCE

Provide the names and locations of at least three (3) governmental contracts that your organization has recently managed in the State of Colorado along with specific individuals we may contact for references.

- A. List the current contracts that your firm is managing that are also being handled by the personnel that will be assigned to this contract

- B. Local references
- C. National references

2.11 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.12 INSURANCE REQUIREMENTS

All Offerors must complete Schedule B, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL APPROACH

See Section II - Item 2.5

3.1.2 PRICE AREA

See Section II - Item 2.6

3.1.3 QUALIFICATIONS

See Section II - Item 2.7

3.1.4 MANAGEMENT AREA

See Section II – Item 2.8

3.1.5 EMPLOYEE TRANSITION

See Section II – Item 2.9

3.1.7 PAST PERFORMANCE

See Section II – Items 2.10

3.1.8 PROPOSAL PRESENTATION

See Section II – Items 2.11

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Technical Approach (104 Points)

Second: Price (50 Points)

Third: Qualifications (30 Points)

Fourth: Management Area (20 Points)

Fifth: Employee Transition (20 Points)

Sixth: Past Performance (11 Points)

Seventh: Proposal Presentation (5 Points)

Total Points: 240

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award contract(s) not necessarily or merely to the Offeror(s) with the most advantageous price. The City intends to award to the Offeror(s) that demonstrate the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. The City will evaluate submitted Proposals in accordance with evaluation criteria and award Contracts to Offerors with the highest average total points. Contracts prepared by the City will be finalized and/or negotiated with the successful Offerors. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offerors will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offerors may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

The City intends to award multiple contracts. The City reserves the right to award more contracts if determined that it is in the best interest of the City. An Offeror may receive contract award(s) for any or all labor categories, depending on the categories offered and the evaluation.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

1.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

PIGGY-BACK PROVISION

Other governmental agencies may be extended the opportunity to utilize the resultant award at the proposed price(s) with the agreement of the successful Offeror. Requests for participation will be coordinated by the applicable governmental agency, and that agency will be responsible for issuing their contractual document(s).

PPRTA Funding Special Provision: Joint Contracts – City of Colorado Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any subcontractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall

exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
13. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

SECTION V – EXHIBITS

1.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract and Sample Non-Disclosure Agreement
Exhibit 3	Exceptions
Exhibit 4	Statement of Work
Exhibit 5	Qualification Statement
Exhibit 6	Evaluation Scoresheet
Exhibit 7	Job Descriptions by Labor Category
Exhibit 8	Contract Worker Safety Policy
Exhibit 9	Contractor Safety Program
Exhibit 10	Clauses Required for Contracts with Federal Funding

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. N/A Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly. Audited financial statements may be requested of short listed firms.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation____ Individual____ Partnership____
LLC_____

Offeror hereby acknowledges receipt of the following amendments, if applicable
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

AMENDMENT #4_____ DATED:_____

AMENDMENT #5_____ DATED:_____

**Please Note the attached Representations and Certifications must be initialed by
Offeror in the spaces provided and returned with this certification.**

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
 - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

Initials for 5

6. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Large Business (i.e. do not qualify as a small business or non-profit)
- _____ Nonprofit
- _____ Small Business
- _____ Black Owned Business
- _____ Disadvantaged Business Owner
- _____ Hispanic Owned Business

- _____ Native American Owned Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Other

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at _____
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 8

9. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 9

10.OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 10

11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 11

12. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 13

14. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor

P.O. Box 2241
Colorado Springs CO 80901

Or via email FraudHotline@coloradosprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SAMPLE STAFFING AGREEMENT NO. _____
BETWEEN
THE CITY OF COLORADO SPRINGS
AND
(INSERT COMPANY NAME HERE)

This Staffing Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2022 ("Effective Date"), by and between the City of Colorado Springs (the "City"), a Colorado home rule city and municipal corporation, with its principal place of business at 30 S. Tejon Street, Colorado Springs, Colorado 80903, and _____ ("Provider"), a (enter State of incorporation) corporation, with its principal place of business at _____. The City and _____ are individually referred to below as a "Party" and collectively as the "Parties."

The Contractor did on the ____ day of _____ 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies labor, services for said work in strict conformity with the accompanying Staffing Agreement which are attached hereto and incorporated herein by this reference, including the following:

1. This Staffing Agreement
2. Appendix A – Statement of Work
3. Appendix B – Contractor's Proposal
4. Appendix C- Best and Final Offer if (if requested)

WHEREAS, Provider is willing to provide management, oversight, and payroll services of and for Agency Contract Personnel (individually and collectively referred to herein as "ACP") requested by the City to temporarily perform agency contract services for the City as specified by the City; and

WHEREAS, the City and Provider are willing to do so in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the City and Provider agree as follows:

1. Term

The term of this Agreement shall be from the Effective Date through _____, 20__, with four (4) one year renewal options ("Term") at the sole discretion of the City.

2. Scope

The purpose of this Agreement is for Provider to provide temporary staffing services through ACP to the City (the "Services") to more effectively manage costs and meet the operational and business needs of the City. The City has a need for temporary labor to supplement its existing regular workforce.

1. Responsibilities of Provider

3. Provider will ensure that ACP assigned pursuant to this Agreement conduct themselves in accordance with accepted practice and procedures, all applicable laws, and applicable City rules, policies and procedures.
4. All ACP assigned pursuant to this Agreement will, for all purposes under this Agreement, be considered employees of Provider. Provider is solely and exclusively responsible for the payment of wages and all other compensation and benefits owed to such ACP. Provider will, with respect to said ACP, be responsible for withholding federal and state income taxes, paying federal social security taxes, maintaining unemployment insurance coverage and/or paying applicable unemployment benefits, and maintaining worker's compensation insurance coverage in an amount and under such terms as required by Colorado law. ACP assigned pursuant to this Agreement must be W-2 employees of Provider. The City does not consider nor accept 1099 status contracted employees of Provider in response to its request for ACP. Provider agrees to indemnify the City against any and all claims by such ACP for wages, compensation, unemployment benefits, worker's compensation benefits, and any other employee-type benefits whatsoever.
5. Provider is, and at all times during the Term of this Agreement shall be, in compliance with all state and federal laws applicable to the employment of the ACP assigned to the City. Provider must follow and abide by the United States Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) regulations related to temporary employment practices for placement of ACP into assignments related to federal contracts. Provider will ensure that if the Davis Bacon Act and related acts ("DBRA") apply to ACP's services to the City that Provider will pay ACP as required by the DBRA. The City will give written notice to Provider when any of ACP's billable work is subject to the DBRA.
6. Provider agrees not to discriminate in the assignment of ACP pursuant to this Agreement on the basis of race, color, national origin, ancestry, sex (including pregnancy), age, religion, creed, disability, sexual orientation, genetic information, spousal or civil union status, veteran status, gender identity, gender expression, or any other status protected by applicable law.
7. During the Term of this Agreement, Provider will at its own expense procure and maintain general and professional liability insurance covering Provider, its agents, employees and all ACP providing any Services hereunder with limits of \$1,000,000 per incident/\$3,000,000

aggregate. Provider will also maintain statutorily required workers compensation insurance covering all ACP assigned pursuant to this Agreement meeting all requirements of the workers compensation laws in Colorado and will provide the City with satisfactory evidence of such coverage. All insurance required under this Agreement by Provider is primary and non-contributory to any insurance carried by the City. The City shall be named as an additional insured on the general liability coverage.

8. Provider agrees to fully protect, indemnify, hold harmless, and defend the City, its officers, City Council, employees, agents, and representatives from and against any and all claims, costs (including but not limited to all fees and charges and all court or other dispute resolution costs), losses, demands, causes of actions, administrative proceedings, liabilities, and judgments, including reasonable attorney's fees, court costs, and any other expenses, arising from or associated with the action or inaction of Provider or any of Provider's ACP. Provider is directly responsible for any damage to the City property or property of another caused by ACP's actions or failure to act. Further, the City may, from time to time, forward to Provider assessments of the skills and abilities of ACP provided pursuant to this Agreement. Said assessments may be unfavorable to the ACP provided. Should a provided ACP thereafter make a claim against the City on the grounds of slander, libel, or any form of defamation, Provider agrees to indemnify and hold harmless the City from any such claim(s).
9. Provider will notify the City of any issues of which Provider becomes aware regarding ACP provided hereunder. Provider will notify the City immediately of the initiation of any complaint, inquiry, and/or investigation involving ACP assigned pursuant to this Agreement.
10. Provider will complete the following items prior to placement and maintain a file for each ACP placed with the City. Files should be kept for a minimum of three (3) years after end of assignment with the City and should contain verification of all of the following requirements. Such files shall be available for review by the City upon request and must contain documentation in compliance with each of these requirements, as applicable.
 1. Obtain an application for employment with the Provider from the ACP specifying education, work history, licensure, certifications, and an attestation statement authorizing background checks and accuracy of information contained on the application.

2. Conduct a criminal background investigation no earlier than thirty (30) days prior to assignment start date. Provider shall conduct a criminal background check to include a search of all counties lived in and aliases held by the ACP within the last seven (7) years, associated statewide criminal and U.S. Department of Justice 50 state sex offender search. Conduct identity verification through form I-9 and/or the Electronic Employment Verification system (E-Verify), if applicable, on each ACP prior to the assignment start date. Provider will submit written verification of criminal background check and identity verification. Failure to provide proof of a completed background check prior to start date will result in City's refusal to allow ACP to perform billable work until this requirement is satisfactorily met. Background checks will take into account any special requirements for the assignment such as verification of licensure or certification. Convictions for felonies or misdemeanors by any ACP placed or to be placed with the City will be disclosed to the City's Human Resources Department for consideration and approval.
3. For assignments requiring a pre-employment physical, provide documentation of a pre-employment physical prior to ACP start date verifying the ACP is able to perform the necessary and essentials functions of the assignment.
4. Assignments requiring a Commercial Driver License may also require compliance with Department of Transportation (DOT) guidelines for drug screening.
5. In the event an ACP is required to drive a City-owned vehicle to conduct City business in the performance of assigned duties, Provider is required to obtain and review a Department of Motor Vehicle Record and Certificate of Road Test (if applicable). Provider is also responsible for verifying current proof of vehicle insurance if ACP assigned pursuant to this Agreement are required to use a personal vehicle to perform assigned duties. Provider will submit written verification that ACP successfully cleared all requirements prior to ACP start date to the City's Human Resources Department.
6. A current Non-Disclosure Agreement must be signed by each ACP assigned to the City. If an ACP has a break in service with Provider, a new non-disclosure form will need to be signed. Provider will provide a copy of the signed Non-Disclosure form(s) prior to ACP start date to the City's Human Resources Department.

7. Provider will ensure that at all times while performing work on assignment with the City, all ACP wear a City-issued identification badge that clearly displays the ACP's name, photo, and status as an ACP. Provider will ensure that ACP wears appropriate attire and personal protection equipment ("PPE") as defined by the work requirements of the department while working in any City facility or performing assigned duties. Except in cases where the City provides the PPE, Provider or ACP shall furnish the required PPE for the assignment.
8. Upon receipt of a request from the City, Provider shall promptly contact the prospective ACP to coordinate completion of all requirements prior to the assignment start date of the ACP. Provider shall notify the City of its anticipated ability to meet the requested start date for ACP.
- I. General and/or required training performed prior to placement will be at Provider's expense and is not billable to the City. Provider is expected to provide ACP who meet the minimum requirements for assignment. The assignment request will specify if additional training beyond a degree, licensure, or certification is needed. Training required for the assignment and specific to the City will be provided by the City. At City's discretion, if additional training/certification is deemed necessary in order to meet assignment requirements not originally in the assignment request, that training/certification may be provided to the ACP and such training/certification shall be at Provider's expense, unless agreed to otherwise in writing. Provider will provide any ongoing training for ACP required to remain qualified to perform job duties (e.g., CPR recertification) and any City compliance training at the Provider's expense.
- J. Provider will coordinate quarterly meetings with the City's representatives. Provider will provide initial and ongoing training for both the City and ACP regarding requests, time keeping, invoicing, and payments using the electronic system at Provider's expense.
- K. Provider, as the common law employer of ACP, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with the City, ACP work performance issues; and to enforce Provider's employment policies relating to ACP conduct at the worksite.
- L. Provider shall be solely responsible for, and shall reimburse, indemnify, and hold harmless the City for any taxes, penalties, or other liabilities

assessed against Provider or the City under the Patient Protection and Affordable Care Act, specifically Internal Revenue Code § 4980H, with respect to ACP due to Provider's failure to:

1. Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Internal Revenue Code § 5000A(f)(1)(B); or
2. Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Internal Revenue Code § 36B(c)(2)(C) and § 4980H(b) and related regulations.

Provided, however, that in no event shall such indemnification extend to any taxes, penalties, or other liabilities under Internal Revenue Code § 4980H where such tax, penalty, or other liability results from the imposition of penalties under Internal Revenue Code § 4980H(a), as a result of the failure by the City to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or Internal Revenue Code § 4980H(b) as a result of City's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value. If the City is notified by any government entity of the City's potential liability for any such taxes, penalties, or other liabilities relating to ACP, Provider shall fully cooperate, at Provider's reasonable expense, with the City's efforts to object to or appeal any such determination of liability or potential liability.

2. Responsibilities of the City

- A. The City will provide sufficient information about its specific needs so that Provider may provide direct management, oversight, and payroll services of ACP assigned pursuant to this Agreement. Information submitted shall include an assignment start date, projected end date, bill rate or acceptable bill rate range, a general listing of requirements or job specifications for the assignment, and the name of any preferred individual to assign.
- B. The City will not require ACP to perform in a manner other than that which is reasonable and customary within the profession. ACP shall not be called upon to perform services outside the general job specifications of the assignment provided by the City.
- C. The City's supervisors will assist Provider, on a continuing basis, with evaluation of ACP by providing performance information and/or reasonable access to areas for observation by Provider as necessary.

3. Compensation and Billing

3.1 The City will pay Provider shall agree in writing on the accepted hourly rate prior to accepting the ACP placement at the City.

3.2 Although the Parties intend that Provider and not the City be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of ACP and that such employees be deemed the common law employees of Provider and not the City, the Parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by Provider is treated as an offer of coverage by the City for all purposes of Internal Revenue Code § 4980H, provided that certain criteria are satisfied.

3.3 The Parties agree that the following conditions apply to all hours billed to the City:

1. Provider will provide an electronic method for requesting ACP, invoicing, billing reconciliation, and payments and will accept City assignment requests electronically.
2. Provider may only bill the City for actual hours worked by the ACP in accordance with this Agreement.
3. The City will make payment of all undisputed invoices. In the case of paying by credit card/purchasing card, no credit card processing fees associated with making payments in this manner will be charged or passed on to the City.
4. The City will not pay late fees or any costs associated with late payments.
5. Provider will bill the City at the applicable bill rate for the assigned ACP. The standard bill rate and, if applicable, the overtime bill rate will be identified in the assignment. Such rates will remain in effect for the term of the assignment unless changes are mutually agreed upon, in writing, by the Parties.
6. Invoices for Services will be submitted on a weekly basis (Sunday – Saturday) to the City through the electronic system for verification by the City. For the purposes of this Agreement, the work week begins Sunday and ends Saturday. Invoices for Services must include the name of the ACP, department, and number of hours worked, classification, hourly rate, and assignment number. Any other services or expenses must be itemized on the invoice and must be approved and authorized by the City to be eligible for reimbursement as noted above (i.e., mileage, overtime, etc.).

7. Overtime Services will be billed at the applicable overtime bill rate for the assignment for hours worked for the City over forty (40) hours per work week or twelve (12) hours per day. All hours worked over 40 hours per work week or over 12 hours per day must have prior approval from the authorized representative of the City listed to approve ACP time. Failure to obtain prior approval will result in those overtime hours being paid to Provider at the standard bill rate.
8. The City is under no obligation to guarantee a minimum number of hours to be worked for any ACP assignment.
9. The following holidays worked by ACP are eligible for ACP overtime bill rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
10. Any vacation or sick pay Provider elects to pay ACP is the sole discretion and responsibility of Provider.
11. The City has the right of recruitment/hire of ACP at any time. In the event the City hires an ACP, the City will not pay direct hire fees or any finder's fee for such ACP hired by the City.
12. The City shall reimburse Provider for ACP's mileage or other authorized travel expenses within the limitations of the City's travel reimbursement policies, when such mileage is required and approved by the City's management. Provider shall reimburse the ACP for all mileage paid by the City to Provider. Mileage will be documented and submitted with weekly timesheets for hours worked and reviewed for approval by the designated timesheet approver.
13. Provider will safeguard and properly dispose of the City's customer and credit card information in accordance with the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act"), 15 U.S.C. § 1681 et seq., and adhere to Visa's Cardholder Information Security Program Standards.

4. Independent Contractor Status

During the Term of this Agreement and in the performance of the obligations under this Agreement, the Parties agree Provider is at all times acting and performing as an independent contractor and shall have the responsibility for and control over the details and means of performing the Services. The City shall neither have, nor exercise, any control or direction over the manner and means by which Provider performs its obligations, except as otherwise stated in this Agreement. Provider acknowledges it has the duty to provide continuous, adequate supervision of its ACP, consultants, and subcontractors, if any. Nowhere in this Agreement shall it be construed or implied that Provider or any of its consultants, subcontractors,

affiliates, employees, agents, or representatives are employees, representatives, or agents of City. Provider shall not make any commitment nor incur any charge or expense in the City's name without the prior written approval of the City. Further, it is expressly understood and agreed that Provider's employees are not entitled to any City payroll, insurance, unemployment, workers compensation, retirement, or other benefits.

5. Confidentiality

1. Provider acknowledges that the City is a public entity subject to the provisions of the Colorado Open (Public) Records Act, C.R.S. § 24-72-201 et seq. Provider also acknowledges that the City is subject to the provisions of the FACT Act. Any confidential and/or proprietary information that Provider discloses to the City with respect to this Agreement shall be designated as confidential and proprietary at the time of disclosure.
2. In the course and scope of the Services being performed under this Agreement, Provider or its ACP may be provided, or by way of presence on City's premises or by use of or access to the City's computer systems, have access to information that is the City's customer's confidential information and such information may be subject to the FACT Act. Despite any provision to the contrary, any customer information, including but not limited to, names, addresses, telephone numbers, or personal financial information of past or present users of the City is deemed Confidential Information, whether or not it is marked as confidential. Provider agrees that neither Provider nor its ACP shall use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a "need to know." Furthermore, Provider shall burn, pulverize, or shred papers and destroy or erase all electronic media that contain the City's customer information as is reasonable so that such Confidential Information cannot practically be read or reconstructed. The City has the right, but not the obligation, to audit Provider compliance with this Paragraph by providing Provider written notice at least twenty-four (24) hours in advance of such audit.
3. The recipient shall not engage in any use or disclosure of Confidential Information not expressly provided for in this Agreement. In the event either Party receives a request for such confidential and/or proprietary information from a third party, notice thereof shall promptly be given to the other Party. The recipient shall take all reasonable steps to prevent any unauthorized possession, use, transfer, or disclosure of such Confidential Information. Should the recipient learn of any such unauthorized possession, use, transfer or disclosure, it shall promptly notify the other Party. If requested, the recipient shall deliver to the other Party all Confidential Information (including all copies) disclosed to it with respect to this Agreement.
4. The disclosure provisions of this section shall not apply to information that a) the Parties had in their possession prior to disclosure by the other Party; b)

becomes public knowledge through no fault of Provider; c) the recipient lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; or d) is required to be disclosed by law, by a court, or by the requirements or directives of a government entity.

5. Provider shall not disclose any such Confidential Information or documents to any third party without the prior written authorization of the City. In accordance with section 2.1(H)(6) above, ACP assigned to the City shall execute a Non-Disclosure Agreement.

6. Warranties

1. Provider agrees to perform the Services with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances and shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the Services to be performed. Provider shall at all times attempt to serve the best interests of the City in connection with such Services and shall advise the City when Services it requests are not in the City's best interests.
2. Provider agrees to recruit, interview, select, and hire applicants who, in Provider's judgment, are best qualified to perform the type of work required. As the employer of the ACP, Provider will: (i) maintain all necessary personnel and payroll records for its employees assigned to the City; (ii) establish and compute their wages and withhold applicable Federal, State, and local taxes and Federal Social Security payments; (iii) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits, if any, directly to its employees; (v) provide for liability, fidelity, and Workers' Compensation insurance coverage in the amounts hereinafter set forth; (vi) make legally required employment law disclosures (i.e., wage-hour posters, etc.); (vii) comply with all federal, state, and local employment laws including, but not limited to, the Fair Labor Standards Act of 1938; the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Family Medical Leave Act of 1993; the Immigration Reform and Control Act of 1986; the Internal Revenue Code; the Employee Retirement Income Security Act; the Health Insurance Portability and Accountability Act; the Consolidated Omnibus Budget Reconciliation Act; the Uniformed Services Employment and Reemployment Rights Act of 1994; and the Patient Protection and Affordable Care Act; the Colorado Anti-Discrimination Act, the Colorado Healthy Families and Workplaces Act; and any applicable state workers' compensation laws; (viii) at the request of the City for any valid legal reason, remove any ACP assigned to the City; provided, that this arrangement shall in no way affect the right of Provider, in its sole discretion as employer, to hire, assign, reassign, and/or terminate ACP; and (ix) obtain and administer I-9 documentation of ACP right to work

in the United States. Provider will have ACP acknowledge that Provider is responsible for the obligations set forth in this Paragraph. With reasonable notice and frequency, the City may review Provider's records to confirm that Provider fulfills Provider's agreed duties as an employer.

3. Provider will require ACP to acknowledge that they have no right to participate in any of the City's employee benefit plans.
4. Provider is the primary employer under the Family Medical Leave Act of 1993.
5. Provider will be responsible for any financial cost associated with reasonable accommodation for ACP assigned to the City under the Americans with Disabilities Act of 1990, as amended.
6. Provider warrants that it is the lawful owner or licensee of any software programs or other materials used by Provider in the performance of the Services called for in this Agreement and has all rights necessary to grant to the City any licenses necessary to use any equipment or intellectual property installed or specified by Provider.
7. As the common law employer of ACP, Provider will comply with all provisions of the Patient Protection and Affordable Care Act applicable to ACP, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Internal Revenue Code § 4980H and related regulations) and the applicable employer information reporting provisions under Internal Revenue Code § 6055 and § 6056 and related regulations.

7. Copyrights/Intellectual Property

1. Provider agrees that the City will have extensive input in the process of producing all materials associated with this Agreement. Therefore, Provider agrees and acknowledges that all materials produced as a result of the Services (e.g., video, artwork, brochures, covers, labels, writings, designs, models, etc.) that have been or will be used by or paid for by the City, pursuant to this Agreement is a work made for hire as that term is defined by the United States copyright laws, but within full control of the City, and that the City is the sole owner of any work product which Provider or ACP has made or will make under this Agreement, including but not limited to all intellectual property rights in said work product under copyright, patent, trademark, trade secret and other applicable law, and that compensation to Provider for acceptance and acknowledgment of this Agreement is included in any compensation or price whatsoever paid to Provider. It is the intent of the Parties that the City shall have full ownership of the work product produced pursuant to this Agreement upon payment in-full by the City to Provider.

2. Provider hereby warrants to City that it will take no action to copyright, patent, trademark, or trade secret any and all of the work product described in or created pursuant to this Agreement.
3. In the event any such work product is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this section shall act as an irrevocable disclaimer by Provider in favor of the City and as an irrevocable assignment to the City by Provider of any and all intellectual property rights in Provider's work product, including, but not limited to, copyright, patent, trademark and trade secrets, including, but not limited to, all rights in perpetuity. Under this irrevocable assignment, Provider hereby assigns to the City the sole and exclusive right, title, and interest in and to Provider's work product, in any and all countries. It is Provider's specific intent to assign all right, title, and interest whatsoever in any media and for any purpose, to the City, including all rights of renewal and extension. To that end, Provider agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Provider's agent and attorney-in-fact to act for and in Provider's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by Provider. Further, the Parties expressly agree that the provisions of this paragraph shall be binding upon the Parties and their legal representatives, successors, and assigns. Royalties and fees for patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the work or services, shall be included in the hourly rate amounts paid to Provider in accordance with Exhibit C. No additional compensation shall be due to Provider for such items. Provider shall satisfy all demands that may be made at any time for such royalties or fees and shall be liable for any damages or claims for patent infringements. Provider shall, at its own cost and expense, defend all suits or proceedings that may be instituted against the City and hold the City harmless for infringement or alleged infringement of any patents involved in the work and, in case of an award, including any costs and attorney's fees awarded, and any and all costs and attorney's fees associated with any appeals that may be taken from any judgment rendered on any such suits or proceedings of damages, Provider shall pay such award provided the City gives Provider prompt notice in writing of such claim and permits Provider to contest same through its counsel or, at its option, to settle by securing for the City the right to continue to use such products or by modifying them to avoid infringement, or by reclaiming them and reimbursing the City the sum paid therefore; and provided the City gives Provider all necessary authority and assistance, at the expense of Provider, to enable Provider to do so. Final payment to Provider by the City will not be made while any suit or claim remains unsettled. Title to all Provider software which was developed prior to the Effective Date of this Agreement and not in conjunction with the

Services rendered for the City, shall remain with Provider which shall grant a perpetual, non-exclusive, non-transferable, royalty free, license to the City to use the software in connection with the City's operations and systems. Source code in encrypted form (except for third party software included in Provider's software which will be in object code/binary format only) will be installed on the City systems and the encryption key for the source code shall either be provided to the City or placed in escrow under the terms of an escrow agreement which is mutually acceptable to the Parties. If Provider is no longer in business or stops support for the software, the City has the right to the encryption key (which provides the City with access to the source code) for the purposes of continuing to support and maintain the City operations and systems. The Parties shall not at any time use the name, trademark(s) or trade name(s) of the other Party in any advertising or publicity without the prior written consent of the other and subject to the provisions in Section 28 below.

8. Compliance

1. ACP assigned to the City are required to adhere to all relevant guidelines stated in the City's Contractor's Safety Program and Contractor Safety Policy.
 2. Provider will have written policies in place during the Term to address the following:
 - Violence in the workplace
 - Sexual harassment
 - Discrimination, harassment, and/or retaliation
 - Substance abuse
 - Equal Employment Opportunity
 - Diversity
 - Workers' Compensation
 - Safety
- C.** The City will provide City-specific PPE such as vests, hardhats and respirators. Required PPE varies by assignment, and the City will provide PPE-related information to Provider at the time a request for ACP is submitted.

9. Reporting

1. Provider shall provide monthly, quarterly, and when requested ad-hoc reports to the City.
2. Monthly reports shall be provided on the fifth (5th) calendar day of each month for the previous month's activity. If the fifth (5th) of the month falls on a weekend or Holiday, the report shall be provided the Friday before the weekend or the day before the Holiday. Monthly reports must include, but are not limited to the following: total dollars spent by City division and/or

department; total hours worked by City division and/or department; bill rate (standard or overtime rate), type of position (payroll, full-service non-benefit eligible, or full service benefit eligible), job title or classification, name of ACP performing the work, hours worked by ACP, and other information related to the placement of ACP with the City. Monthly reports shall be provided in Microsoft Excel allowing for quick filtering and charting of data by City division and/or department or work unit.

3. Quarterly reports shall be provided to the City five (5) calendar days after the end of each quarter. An additional quarterly report shall include EEO information such as gender, ethnicity, age, veteran status, and disability status for those ACP placed with the City. Quarterly reports shall be provided in Microsoft Excel.
4. Additional reports may be requested by the City on an as-needed basis. The City will specify, in writing, the data requested and timeframe needed for completion.

10. Duration and Terms of Assignment

1. All ACP requested by the City and assigned by Provider hereunder will receive assignments for a length of time to be determined wholly by the City.
2. Should the City, in its reasonable discretion, become dissatisfied with any assigned ACP's qualifications, performance, or compliance with applicable laws, standards or City policies and procedures, the City may terminate the assignment of any such person and require such person to leave City premises. In such event, the City will notify Provider (by telephone) within one (1) business day and provide confirmation in writing within five (5) business days that the work assignment was terminated. The City's obligations to compensate Provider for said Services shall be limited to the hours actually worked by such person and the City shall have no further obligation with respect to the assignment. Provider shall not schedule or assign such person to perform any further shifts or work at the City.

11. Assignment

Provider may assign this Agreement only with the prior written consent of the City.

12. Non-Waiver

The failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect that Party's right to enforce such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

13. Amendment

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the Parties in the same manner as the execution of this Agreement.

Furthermore, no change, amendment, or modification to this Agreement shall be valid unless duly approved and issued in writing by the City's Procurement Services Division. The City shall not be liable for any costs incurred by Provider resulting from work performed for changes not issued in writing by the City's Procurement Services Division.

14. Notice

Any notice required or permitted hereunder shall be in writing and shall be effective upon receipt by the Party to whom it is to be given if delivered or, if by mail, upon the third day or registered mail, return receipt requested, addressed as set out below (or to such address as either Party may have specified by written notice given to accordance with the foregoing):

If to the City:
Attn: Human Resources
30 S. Nevada Avenue, Suite 301
Colorado Springs, Colorado 80903
Phone: 719-385-5156

If to Provider: _____

Address: _____

15. Governing Law/Jurisdiction/Venue

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

16. Governmental Immunity

Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

17. Compliance with Laws and Regulations

1. This Agreement and the rights and obligations of the Parties hereunder shall be subject to all applicable laws, orders, court decisions, directives, rules, and regulations of any duly constituted governmental body or official having jurisdiction. Provider shall and agrees to comply with all applicable federal, state, and local laws and regulations as now written or in the future amended.
2. This Paragraph is only applicable until June 30, 2022. Provider certifies that Provider will comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* Provider will not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Provider represents, warrants, and agrees that it (i) has confirmed that it does not employ any workers without authorization, either through participation in the eVerify program administered by the Social Security Administration and Department of Homeland Security or by means of the Department of Labor program, and (ii) otherwise will comply with the requirements of C.R.S. § 8-17.5-102(2)(b). Provider will comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment. If Provider fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 *et seq.*, the City may terminate this Agreement for breach.

18. Non-Discrimination

The City is committed to equal employment opportunity for all and maintains and implements equal opportunity in all of its daily operations. The City's policy is that no person shall be discriminated against because of race, color, national origin, ancestry, sex, age, religion, creed, disability, sexual orientation, genetic information, spousal or civil union status, veteran status, gender identity, gender expression, or any other status protected by applicable law. Provider shall comply with all federal, state, and local nondiscrimination laws and have an equal employment opportunity policy. Provider shall also comply with the City's Equal Employment Opportunity policies regarding unlawful discrimination, retaliation, and harassment, which includes sexual harassment, in the conduct of its business while on City property and/or interacting with City employees.

19. Dispute Resolution

1. If a dispute arises between the Parties relating to this Agreement, the procedure below shall be followed:

- A. The Parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties thereunder or be deemed a waiver by a Party hereto of any remedies to which such Party would otherwise be entitled thereunder unless otherwise agreed to by the Parties in writing.
 - B. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - C. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the Parties.
2. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to litigate the matter.

20. Appropriation of Funds

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

21. Non-Exclusivity

The Parties hereto acknowledge that this Agreement is not intended to be an exclusive arrangement. Provider may provide similar Services for other entities and facilities, and the City may utilize other staffing providers.

22. Headings

The headings in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of the Agreement.

23. Severability

If any provisions of this Agreement shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions herein.

24. Force Majeure

Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent the delay is caused by an unforeseeable condition beyond the Party's reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government (other than the Colorado Springs City Council), or labor disturbances.

25. Integration

This Agreement is a completely integrated Agreement and contains the entire Agreement between the Parties. Any prior written or oral agreements that are different from the terms, conditions, and provisions of this Agreement shall be of no affect and shall not be binding upon either Party. This Agreement and its provisions shall be binding upon and to the benefit of the Parties and their respective successors or assignees.

26. Survival

Provider's obligations with regard to confidentiality, copyrights/intellectual property, dispute resolution, warranties and indemnification shall survive the termination of this Agreement.

27. Change Orders

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such

additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

28. Use of City Name or Logo

Except as otherwise provided in this Agreement, Provider shall not refer to this Agreement or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the City's name or logo in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Agreement prior to such use.

29. Liability of City Employees

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under this Agreement. There shall not be any liability on them either personally or as employees of the City.

30. Compliance with Immigration Reform and Control Act of 1986

Provider certifies that it has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Provider for performance of this

Agreement have completed and signed Form I-9s verifying their identities and authorization for employment.

31. Termination

A. Termination for Convenience.

By signing this Agreement, Provider represents that it is a sophisticated business and enters into the Agreement voluntarily, has calculated all business risks associated with this Agreement, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Provider agrees that the City may terminate this Agreement at any time for convenience of the City, upon written notice to the Provider. Provider expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Provider begins any work or portion of the work. Provider further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Provider has started or performed portions of the Agreement prior to receiving notice from the City. The City shall be liable only for the portions of work Provider actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to

any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or

the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, , Provider shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Agreement before completion from any cause whatever, Provider, if notified to do so by the City and to the extent it has equipment or supplies on City property, shall promptly remove any part or all of Provider's equipment and supplies from the City's property, failing which the City shall have the right to remove such equipment and supplies at Provider's expense and which Provider agrees to pay.

33.0 Travel

If travel expenses are included as a line item in this Agreement, all travel expenses incurred and billable by Provider are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, Provider should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Provider expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with Provider's invoice.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives listed below.

THE CITY OF COLORADO SPRINGS

By: _____

Title: _____

Date: _____

PROVIDER:

By: sample contract

Title: do not sign

Date: _____

PIKES PEAK RURAL TRANSPORTATION AUTHORITY

By: _____

Title: _____

Date: _____

EXHIBIT A TO STAFFING AGREEMENT NO. _____

Non-Disclosure Agreement

I _____ (name) am employed by _____ (“Provider”) and have been assigned by _____ to a position as **Agency Contract Personnel (“ACP”)** with the **City of Colorado Springs (the “City”)**, I acknowledge that the City is subject to the provisions of the Fair and Accurate Credit Transactions Act of 2003 (“FACT Act”), 15 U.S.C. § 1681 *et seq.* and the Colorado Open (Public) Records Act (“CORA”), C.R.S. § 24-72-201 *et seq.* I acknowledge that I have been or may be exposed to the City’s business records including but not limited to confidential and proprietary information and customer account records. Despite anything to the contrary, I agree to treat all of the City’s business records including any customer information as confidential. I agree that I will not use, commercialize, or disclose any of the City’s confidential information to any person or entity, except in the course of my business as a temporary ACP assigned to the City, as authorized by the City supervisor to whom I report. I agree to comply with all provisions of this Non-Disclosure Agreement.

I agree to follow all City policies with regard to the preservation or destruction of confidential, proprietary and customer information and will preserve or destroy all such information as directed by the City. The City has the right, but not the obligation, to audit my compliance with this Non-Disclosure Agreement at any time and without notice to me.

My obligation to maintain as confidential all of the City’s confidential information shall survive the expiration or termination of my placement as a temporary ACP assigned to the City and the expiration or termination of this Non-Disclosure Agreement.

I understand I may be terminated from my assignment with the City for any violation of this Non-Disclosure Agreement and agree to indemnify and hold harmless Provider and the City for any claims, lawsuits, costs, or causes of action that arise due to my disclosure of the City’s confidential business and customer account records.

AGENCY CONTRACT PERSONNEL

Printed Name

Date: _____

Signature

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 STATEMENT OF WORK FOR TEMPORARY STAFFING SERVICES

Introduction:

The City of Colorado Springs is seeking a Provider(s) to supply temporary workers for a wide range of needs such as information technology, engineering, administrative support, legal prosecutors, skilled trades and crafts, general professional, and laborer positions. The City seeks, but is not required, to award a one (1) year Staffing Agreement, with the option to renew for up to four (4) additional one-year periods, with fixed markup percentage rates through the Contract.

Exclusivity:

The resulting contract shall not be considered exclusive or prohibiting the City of Colorado Springs from obtaining services from other Service Providers as deemed necessary by the City of Colorado Springs to ensure services on an as-needed basis.

Scope:

Provider will use its best efforts to locate, recruit, and assign appropriately qualified and competent candidates whose skills and experience level match the specific needs of The City. Provider shall only furnish candidates who have demonstrated competencies appropriate for the requested assignment. Contracted services will include, but will not be limited to, the recruitment and assignment of temporary employees, evaluation of candidates, background investigations, pre-employment drug testing, eligibility requirements, all training associated with the request, performance evaluations, invoicing, and reporting/analytics.

Task, Deliverables & Schedule:

Responsibilities of Provider

1. All assigned candidates shall serve in accordance with accepted practice and procedures, all applicable laws, and applicable City rules, policies, and protocols. This will include all pandemic protocols. Provider agrees that the City, in its sole discretion, may refuse the services of any assigned temporary employee should the City have a reasonable, good faith basis for so doing.
2. Provider shall maintain a personnel file on each temporary employee furnished by Provider hereunder. Such files shall be available for review by the City upon request and shall contain, at a minimum, the following:
 - A completed application including skills, training, specialties, and references;
 - Documentation of any mandatory/specialized education and/or training;
 - Evidence of a clear criminal background investigation performed no earlier than 30 days prior to starting assignment with The City and annually thereafter. If any convictions or pending charges are discovered during the criminal background check, the Provider will inform the City of the nature of the

conviction in order for the City to determine if the placement of the temporary employee is appropriate. Provider shall conduct a criminal background check to include a search of all counties lived in and aliases held within the last seven years and identity verification through form I-9 and the Electronic Employment Verification system (E-Verify), on each temporary employee prior to the assignment start date. Failure to provide proof of a completed background check prior to the start date will result in the City's refusal to allow the temporary employee to perform billable work until this requirement is met. Background checks will take into account any special requirements such as those needed for driving or length and type of assignment needed. The Provider will provide copies of background checks upon request by the City in compliance with City's guidelines. The City may, at its discretion, conduct background checks and identify verification on the temporary employee in order to comply with federal or state laws. If a staffing agency worker does not pass the City's background check for a regular, special, or hourly position, the services of the worker must be terminated;

- Evidence of completion of a physical examination, meeting any and all requirements specified by the City, within the past twelve (12) months as applicable to the job;
- For all Commercial Driver License positions, a negative 5-panel urine drug test is performed no earlier than 30 days prior to starting the assignment and for a break in service of 30 days or more in a safety-sensitive position. Failure to provide proof of a completed 5-panel drug test prior to the start date will result in City's refusal to allow the temporary employee to perform billable work until this requirement is completed. The City will not accept any temporary employee who has a positive drug test. Positions requiring a Commercial Driver License are subject to DOT pre-employment, reasonable suspicion, post-accident, random, and return-to-work drug and alcohol testing under 49 CFR Parts 40 and 382. A potential driver should, when advised of the drug test requirement, report to the drug test site within 48 hours of the notification. The notification time should be documented within the agency's records as well as on the drug test form. For DOT purposes, if the driver does not start working for us within 30 days he or she is considered to be a "new" driver and must be re-tested, and the new negative test result must be on record before the driver starts working for us. Also, any drug tests performed for DOT purposes on an individual performing "safety-sensitive duties" (i.e., driving a commercial vehicle) MUST be a DOT split-sample test;
- A copy of a Motor Vehicle Report, Certificate of Road Test (if applicable) and a copy of current Vendor's proof of vehicle insurance in the event the Provider's temp employee is required to drive City's vehicle in order to perform assigned duties;

Motor carriers who employ CDL drivers (and those who do so “on behalf of motor carriers”) are expected to keep a paper “driver qualification file”, so each driver must have **at least two files**, including a current, complete driver qualification file as specified in 49CFR391, with medical information kept in a separate location;

- Commercial Driver License (CDL) Clearinghouse confirmation and documentation for all assigned staff to positions requiring a CDL.
 - A current City’s non-disclosure agreement when required. If Provider’s temp employee has a break in service greater than one year from the date of the original non-disclosure agreement, a new non-disclosure agreement will need to be signed.
11. Upon receipt of a request from the City, the Provider shall promptly notify the City of its anticipated ability to meet requests for a temporary employee.
 12. Upon request, the Provider shall provide a properly qualified substitute for any temporary employee who has been reported absent at the commencement of a shift by no later than the next scheduled working day.
 13. All temporary employees provided by Provider shall be required to wear a City-provided photo identification badge, clearly displaying the individual’s name at all times while performing services for the City. The temporary employee shall wear appropriate attire and personal protective equipment as defined by the work requirements of the department while working in any City’s facility.
 14. Provider will not solicit, employ or otherwise interfere with City’s continued employment of City’s employees during the term of this agreement and for a period of three (3) months following termination of this agreement, whether by expiration of its term or otherwise.
 15. All temporary employees assigned to The City pursuant to this agreement shall, for all purposes under this agreement, be considered employees of the Provider and not of The City.
 16. Provider shall assume the sole and exclusive responsibility for the payment of wages and all other compensation and benefits to all temporary employees assigned to the City. Provider shall, with respect to said temporary employee, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance, and maintaining worker’s compensation insurance coverage in an amount and under such terms as required by each state.

The temporary employee must be W-2 employees of the Provider. The City does not accept 1099 status contracted employees. Provider shall indemnify The City against any and all claims by such temporary employee for wages,

compensation, unemployment benefits, worker's compensation benefits, and any other employee-type benefits whatsoever.

17. Provider is, and at all times shall be, in compliance with all state and federal laws applicable to the employment of the temporary employees assigned to The City. All temporary employees shall, at all times, be appropriately credentialed, if required. Provider must follow and abide by the United States Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) regulations related to temporary employee employment practices for placement of temporary employee into assignments related to federal contracts. All full-service assignments must be advertised with Connecting Colorado and must include language advertising that The City is a federal contractor. Postings must include required language for compliance with VEVRAA and 503.
18. Provider shall provide general and professional liability insurance covering Provider, its agents, employees, and all temporary employees providing any services hereunder with limits as set forth in the Staffing Agreement.
19. Provider will notify The City of any problems of which Provider becomes aware regarding assigned temporary employees including any arrests or convictions following the initial background checks. Provider shall notify The City immediately of the initiation of any complaint, inquiry, and/or investigation by any review board, committee, organization, or other body that reviews quality of work involving temporary employee. The City reserves the right not to accept or continue to work a temporary employee based on standards established by The City.
20. Provider agrees to indemnify, hold harmless and defend The City against any and all claims, losses, demands, actions, administrative proceedings, liabilities and judgments, including reasonable attorney's fees, court costs, and any other expenses, arising from or associated with the action or inaction of Provider or any of Provider's temporary employee. Further, The City may, from time to time, forward to Provider assessments of the skills and abilities of temporary employee provided pursuant to this Agreement. Said assessments may be unfavorable to the temporary employee provided. Should the provided temporary employee thereafter make a claim against The City on the grounds of slander, libel or any form of defamation, Provider agrees to indemnify and hold harmless The City from and against any such claim(s) or actions.
21. General and/or required training performed prior to placement will be at the Provider's expense and not billable. Additionally, some positions may require The City-specific training. Any additional training specific to The City will be provided by The City and considered billable. If additional training/orientation is deemed necessary in order to meet job requirements, that training/orientation may be made available for temporary employee at The City's discretion and at the Provider's expense if both parties determine said training/orientation may result in said temporary employee's ability to meet The City performance standards. Provider

will provide initial training for both The City and temporary employee regarding requests, time keeping, invoicing, and payments using the electronic system at the Provider's expense. Provider will provide any ongoing training for temporary employee required to remain qualified to perform job duties (e.g., CPR recertification) and any annual/bi-annual/tri-annual The City compliance training at the Provider's expense (e.g., Security Awareness training, Ethics training).

22. If applicable to the request, Provider's temporary employee must be able to drive to conduct business on behalf of The City. Some assignments with The City will require driving, in which case, a current, valid, unrestricted driver license and a driving check with the department of motor vehicles is required prior to starting the assignment. Additionally, for positions in which a CMV or CDL is required, Provider will conduct all appropriate DOT safety and reference checks and all CDL Clearinghouse requirements
23. Provider will attend quarterly business meetings with The City representatives.
24. Transition of temporary employees to new Service Providers may be required if current contract holders are not selected to provide Temporary Employee service under the contracts awarded as a result of this solicitation. If applicable, the new Service Providers will be required to transition these employees into their payroll and Provider system at no additional cost to the City of Colorado Springs or the Pikes Peak Rural Transportation Authority.

Responsibilities of the City

1. The City will provide sufficient information about its specific needs so that Provider may match skills and experience of its temp employees to those specific needs. Each request will contain an assignment start date, projected end date, and specific skills requested. The City reserves the right to interview potential candidates prior to assignment.
2. The City will not require Provider's temp employee to perform in a manner other than that which is reasonable and customary within the profession. Provider's temp employee shall not be called upon to perform services outside the general job responsibilities provided by the City.
3. The City's supervisors may assist Provider, on a continuing basis, with evaluation of Provider temp employee by providing performance information and/or reasonable access to areas for observation by Provider's supervisors.

Compensation and Billing

1. Provider shall provide an automated electronic method or portal for requesting temp employee time, invoicing, billing reconciliation, and payments. Upon mutual

agreement, other payment methods such as online bill pay and/or ACH may be used.

2. The City will not permit invoicing of hours worked for Provider temp employee providing services to the City without an approved job order request.
3. The City will make payment of all undisputed invoices via the electronic system or portal. No credit card processing fees associated with making payments in this manner will be passed on to the City. The City will make payment of invoices within thirty (30) days of the invoice date.
4. The City does not pay late fees or any costs associated with late payments.
5. Provider will bill the City only for temp employee actually provided by Provider at the mutually agreed upon rate for each position. All such rates will remain in effect for the term of this Agreement unless mutually agreed upon, in writing, between the parties.
6. Overtime will be billed at one and one-half times the hourly rate for hours worked for the City in excess of 40 hours per week and/or 12 hours per day. All overtime must have prior administrative approval from an authorized representative of the City. Failure to obtain prior administrative approval will result in those overtime hours being paid at the base bill rate. CDL drivers are held to work hour limitations collectively referred to as "Hours of Service". DOT restricts drivers to working 60 hours in a 7-day period: CDL drivers are required to break down their work hours by type of duty according to the attached City codes.
Types= Parks, Bus Driver Engineering Technician, Fire Fleet Technician, Forestry Technician, Transit Dispatcher.
7. The City is under no obligation to guarantee a minimum number of hours worked during the duration of the contract for Provider's temp employee. Provider's temp employee may be called off for situations requiring a reduction in staff.
8. Holidays honored by The City for agency overtime bill rate are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Vendors are responsible for payment to temp staff for all holidays that follow Vendor's schedule, to be included in the proposal. All City holidays (listed in Schedule C) beyond Vendor's standard schedule will be paid to Vendor temp employee by Vendor and invoiced to the City.
9. Vendor shall reimburse temp staff for parking costs associated with working at a City facility and invoice to the City.
10. All costs associated with the following are the sole responsibility of Provider, and shall not be included in any invoice to The City:

- a. Health insurance or benefits in excess of those required by Federal or State law that Provider elects to provide to or for temp employees (costs of required benefits are to be included in Provider's percentage markup specified)
 - b. Drug Testing for any temp employee
 - c. Background Screening for any temp employee
 - d. Physical Examinations for any temp employee
11. Provider will review the City's vacation/sick leave policy and provide information on mirroring the same benefit for temp staff assigned to the City. If the Provider is not able to mirror it, justification should be submitted.
12. The City shall assume no liability to pay direct hire or other fees for full-service or payroll temp employee should Provider's temp employee seek or be granted employment with the City other than that submitted and agreed upon in Vendor proposal.
13. The City shall reimburse Provider for temp employee travel within the limitations of the current City's Travel Reimbursement policies when such travel is required and approved by the City management prior to travel. Provider shall reimburse the temp employee all travel and expenses paid by the City
14. The City shall reimburse Provider for temp employee mileage or other authorized travel expenses within the limitations of the current Travel Reimbursement policies when such mileage is required and approved by The City' management. Provider shall reimburse the ACP for all mileage paid by The City. Mileage will be documented and submitted with weekly timesheets for hours worked and reviewed for approval by the designated timesheet approver.
15. Invoices for services shall be submitted on a weekly basis (Sunday – Saturday) to The City through the electronic system for verification by The City. Invoices for services must include the name of the temp employee, department, applicable City's management representative, and the number of hours worked classification, base rate, bill rate, and assignment number. Any other services or expenses must be itemized on the invoice and all such expenses must be preapproved and authorized by The City in order to be eligible for reimbursement (i.e. mileage, overtime, etc.).
16. The City is tax-exempt, and Provider shall not include Sales Tax in any invoice.
17. Provider shall safeguard and properly dispose of the City's customer and credit card information in accordance with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and adhere to Visa's Cardholder Information Security Program Standards. Without limiting the foregoing, the Provider shall be responsible for maintaining PCI compliance at all times, and for advising The City promptly in the

event of any change in Provider's credit card processing procedures and/or PCI compliance status.

Compliance

The City has an Incident and Injury Free (IIF) workplace initiative. Provider's temp employees assigned to The City are required to adhere to all relevant The City' IIF workplace guidelines.

1. Provider will have written policies in place to address the following:
 1. Violence in the workplace
 2. Sexual harassment
 3. Harassment retaliation
 4. Substance abuse
 5. Equal Employment Opportunity
 6. Diversity
 7. Workers' Compensation
 8. Safety
 9. ADA Title II
 10. Ethics Policy
2. Provider must provide samples of the following policies:
 1. Supplemental Application as required by 49CFR391.51(b)(1) / 391.21
 2. Release of Information Form as required by 391.53(b)(2) / 391.23(d) and 391.23(e)
 3. DOT Drug and Alcohol Program, as required by 49CFR Parts 40 and 382:
 4. Policy-Names (or at least titles) of individuals who have completed DOT Supervisor Drug and Alcohol Training
 5. Name and title of the DER
 6. Name, employing organization, and title of the SAP
 7. A list of test sample collection facilities with detailed after-hours contact information
 8. Process for providing mandatory DOT training to drivers
3. The City will provide City-specific personal protection equipment ("PPE"), such as vests, hardhats, and respirators. Required PPE varies by assignment, and The City will provide PPE-related information to the Provider at the time a request for temp employee is submitted.

Reporting

1. Provider shall provide monthly, quarterly and ad-hoc reports to The City.
2. Monthly, Quarterly reports shall be provided by the fifth (5th) business day following month and/or quarter-end. Quarterly reports shall include EEO information such as gender, ethnicity, age, veteran status, and disability status for those temporary

employees placed with The City. Quarterly reports shall be provided in a user-friendly, Microsoft Excel or .csv file format that allows for quick filtering and charting of data by Division

Performance Requirements/Acceptance Criteria

To ensure the successful implementation of the contracted services, the Provider must have experience placing temp employees in a wide variety of classifications and the ability to target and obtain a qualified pool of temp employees to fill positions in the requested categories. Performance will be periodically reviewed by The City' staff for adherence to performance and company standards for the following areas:

1. Quality and timeliness of reports
2. Timeliness of order fulfillment
3. Knowledge, skill and ability level of temp employees as demonstrated by performance on pre-employment assessment
4. Availability and user friendliness of electronic systems and portals
5. Attendance and participation in quarterly meetings
6. Annual review of contract compliance
7. Adherence to and compliance with The City training requirements for Security Awareness, Ethics, NERC and other required training/retraining

Resource Requirements

The successful Provider should identify the number of Provider's personnel who would be assigned to the account if awarded the contract to include, but not limited to, percentage of time available, administrative support, and support for key Provider personnel.

An initial Non-Disclosure Agreement will be completed and signed by the acting agent of the Provider for the length of the contract.

Security Requirements

Provider(s) agrees to comply with all The City security requirements in effect as of the Effective Date of the Staffing Agreement and throughout the term.

Example Positions (See Exhibit 9 for Job Descriptions)

This contract requires the Temporary Service Provider to furnish on an as required and as ordered basis temporary employees as requested by the City.

Administrative / Professional Personnel

- Administrative Assistant I, II, and Sr.
- Analyst I, II, and Sr.

- Business Support Specialist I, II, and Sr.
- Business Project Manager I, II, and Sr.
- Courtroom Assistant and Sr.
- Municipal Court Clerk I, II and Sr.

Medical Personnel

- Medical Assistant
- Physical Therapist II
- Physical Therapist Assistant

Technical Assistance

- Maintenance Services Worker
- Maintenance Technicians I, II, and Sr.
- Skilled Maintenance Technician I, II, and Sr.

Light Industrial

- Concrete Finisher III, and Sr.
- Driver
- Equipment Operator I, II, and Sr.

Engineering

- Engineering Technician I, II, and III
- Inspector I, II, and III

Accounting Personnel

- Accounting Technician II
- Accountant I and II
- Finance Technician I, II, and Sr.

Legal

- Prosecuting Attorney

Information Technology

- Application Programmer Analyst I, II, and Sr.
- Application Support Administrator I, II, and Sr.
- Business Analyst II and Sr.
- Cyber Security Analyst I, II, and Sr.
- Database Administrator I, II, and Sr.
- ERP Systems Analyst I, II, and Sr.
- GIS Analyst I, II, and Sr.
- Information Systems Analyst I & II
- IT Project Manager I, II and Sr.
- IT Solutions Engineer and Sr.
- ITSM Coordinator

- Network Administrator I, II, and Sr.
- System Administrator I, II and Sr.
- Technical Support Analyst I and II

PPRTA Maintenance and Traffic Positions

- Engineering Program Manager
- Radio Field Engineer
- Radio Technician
- Senior Engineer

Parks

- Park Ranger

CDL Requirements:

A motor vehicle or combination of motor vehicles used in commerce on a highway to transport passengers or property when the vehicle:

§ has a gross combination weight rating of 11,794 kilograms (26,001 pounds) or more inclusive of a towed unit(s) with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or

§ has a gross vehicle weight rating of 11,794 kilograms (26,001 pounds) or more; or

§ is designed to transport 16 or more passengers, including the driver; or

§ is of any size and is used in the transportation of hazardous materials (any material that has been designated as hazardous under 49 u.s.c 5103 and is required to be placarded under subpart f of 49 cfr part 172 or any quantity of a material listed as a select agent or toxin in 42 cfr part 73).

Agencies should address the following in response to the city's RFP:

1. How Staffing agencies will comply with the FMCSA Drug and Alcohol Clearinghouse and Entry Level Driver Requirements
2. Staffing agencies' CDL program complies with Federal and State of Colorado regulations governing commercial motor vehicles to include Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) guidelines (49CFR Parts 40, 303, 325, and 350-399), including FMCSA Drug and Alcohol Clearinghouse and Entry Level Driver Training Requirements; also reference the Colorado Department of Public Safety, Division of State Patrol Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles (8CCR1507). Program will remain in compliance for the length of the contract.
3. Staffing agency will pay for costs associated with non-compliance. The agency is responsible for civil and criminal indemnity for negligence in hiring

or other foreseeable, avoidable driver misconduct.

4. The staffing agency will be open to unannounced, periodic review of records and documentation to confirm compliance. A quarterly, scheduled review of driver files is expected.
5. The staffing agency will immediately notify the appropriate department and City safety of any of the following that applies to any of its workers assigned to the city (prior to or during employment with the City):
 - CDL license revocation, suspension, denial, or cancellation, and/or
 - Serious traffic infractions, and/or
 - Serious criminal charges and/or convictions, and/or
 - Any offense that qualifies as a disqualifying offense under federal, state, or local guidelines, and/or
 - Violation of federal, state, local or city drug and alcohol policies, and/or
 - Injury, illness or other physical or mental status that disqualifies a driver from meeting the requirements for a commercial drive license medical examiner's certificate.

EXHIBIT 5 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION ☐

INDIVIDUAL ☐

PARTNERSHIP ☐

JOINT VENTURE ☐

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES ☐ NO ☐ IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES ☐ NO ☐

IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE:

ADDRESS:

CONTACT:

PHONE:

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

3. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project:

Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

3. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name:
Address:
Telephone Number:
Type of Work:
2. Name:
Address:
Telephone Number:
Type of Work:
3. Name:
Address:
Telephone Number:
Type of Work:

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 6 – SAMPLE EVALUATION SCORESHEET

Evaluator's Name _____

Company _____

Labor Category _____

	Criteria	Possible Points	Given Points
2.5	Technical Approach		
	Did the proposal include:		
	Service Approach	5	
	Recruiting Methodology	10	
	Screening/Testing Methods	5	
	Response Time	10	
	Reports	5	
	Electronic Portal	5	
	Operation Policies	5	
	Minimum Usage	2	
	Unsatisfactory Employees	2	
	Conversion to Permanent Employment	10	
	Employee Restrictions	5	
	Available Personnel Pool	10	
	Attracting and Retaining Employees	10	
	Personnel Resources	5	
	CDL Clearinghouse Process	5	
	Benefits	10	
	Total	104	0
2.6	Price Area		
	Is price/markup competitive?	50	0
	Total	50	0
2.7	Qualifications		
	Was Exhibit 6 submitted with proposal?	10	
	Are knowledge and experience satisfactory?	10	
	Additional information provided?	10	
	Total	30	0
2.8	Management Area		
	Is local Office Organizational Chart included?	4	
	Are staff resumes provided?	4	
	Is Project Manager identified?	4	
	Is POC identified?	4	
	Is AR/Billing contact provided?	4	

	Total	20	0
2.9	Employee Transition		
	Was transition plan provided?	10	
	Was the transfer all vacation, sick, holiday hours, seniority and insurance coverage addressed?	10	
	Total	20	0

2.10	Past Performance		
	Are the names and locations of 3 governmental contracts provided?	5	
	Are local references included?	3	
	Are national referenced submitted?	3	
	Total	11	0
2.11	Proposal Presentation		
	Is submitted Proposal professional, complete and easily understood?	5	
	Total	5	0
	Evaluation Total	240	0

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**

**EXHIBIT 7 – SAMPLE JOB DESCRIPTIONS BY LABOR CATEGORY
POSTED WITH THIS SOLICITATION**

EXHIBIT 8 – CONTRACT WORKER SAFETY POLICY

**POSTED WITH THIS SOLICITATION AND WILL BE INCORPORATED INTO THE
RESULTANT CONTRACT.**

EXHIBIT 9 CONTRACTOR SAFETY PROGRAM

**POSTED WITH THIS SOLICITATION AND WILL BE INCORPORATED INTO THE
RESULTANT CONTRACT.**

EXHIBIT 10 FEDERAL CLAUSES

**POSTED WITH THIS SOLICITATION AND WILL BE INCORPORATED INTO THE
RESULTANT CONTRACT.**

SECTION VI

1.0 SCHEDULES

Schedule A	Price Sheet
Schedule B	Minimum Insurance Requirements Checklist
Schedule C	2022 Holiday Schedule

SCHEDULE A – PRICE SHEET

Excel Spreadsheet is posted with this solicitation.

SCHEDULE B – MINIMUM INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions or Standard Specifications.

1. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. X Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.

Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a
3. X minimum of \$1,000,000 each accident combined single limit.
4. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the

escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8. Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
 - a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.

- _____ c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
9. _____ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.
- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- The bond or policy shall not contain a condition requiring an arrest and conviction.
- b.
10. _____ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.
- _____

Except for workers' compensation and employer's liability insurance and Professional Liability, the **City of Colorado Springs and Pikes Peak Rural Transportation Authority must be named as an additional insureds**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

SCHEDULE C HOLIDAY SCHEDULE

	<p>CITY OF COLORADO SPRINGS 2022 HOLIDAY SCHEDULE</p>
Holiday	Date*
New Year's Day	Friday, December 31, 2021
Martin Luther King, Jr. Day	Monday, January 17, 2022
President's Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve*	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023
*Does not apply to Sworn personnel	
<p><u>Civilian Shift Workers</u></p> <p>Regular, probationary, and special full time employees designated as civilian shift workers and who work 2080 hours in a work year (in contrast to the standard 2000 hour schedule which excludes designated City holidays as scheduled hours) shall receive 8 hours of holiday pay for each of the above listed City holidays.</p> <p>In addition to the holidays listed above, each regular employee is entitled to one personal holiday during 2022.</p>	